

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 133

73
LC.

TABLE OF CONTENTS
of
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WYNSTONE

ARTICLE		PAGE NUMBER
ARTICLE I	Definitions.....	2
ARTICLE II	Property Subject To This Declaration...	7
ARTICLE III	Description of Development.....	8
ARTICLE IV	Neighborhood Association Property.....	10
ARTICLE V	Membership and Voting Rights in the Neighborhood Association.....	11
	Section 1. Membership.....	11
	Section 2. Voting Rights.....	12
	Section 3. Board of Directors....	12
ARTICLE VI	Turnover.....	13
	Section 1. Time of Turnover.....	13
	Section 2. Procedure of Calling Turnover Meeting.....	13
ARTICLE VII	Easements.....	13
	Section 1. Reserved by Declarant.	14
	Section 2. Granted to Lot Owners.	14
	Section 3. Granted to Utilities..	15
	Section 4. Granted to Public Entities.....	15
	Section 5. Granted to and by the Neighborhood Association.....	15
	Section 6. Service Easement.....	16
	Section 7. Drainage Easement.....	16
	Section 8. Lake Maintenance and Access Easements.....	17
	Section 9. Other Easements.....	17

1569 NOV 21 PM 4:29

88251566

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

This instrument prepared by:
Douglas C. Roland
ALLEY, MAASS, ROGERS, LINDSAY
& CHAUNCEY
1414 Swann Avenue, Suite 202
Tampa, FL 33606

THIS IS NOT A CERTIFIED COPY

OFF: 5555 134
REC: 5555 134

ARTICLE VIII	Functions of the Neighborhood	
	Association.....	18
	Section 1. Functions.....	18
	Section 2. Services.....	21
	Section 3. Obligations of the Association.....	23
	Section 4. Mortgage and Pledge...	24
	Section 5. Conveyance to Association.....	24
	Section 6. Conveyance by Association.....	24
	Section 7. Association Actions Requiring Approval.....	25
	Section 8. Association Actions Requiring Approval of Governmental and Regulatory Agencies.....	26
ARTICLE IX	Covenant for Maintenance.....	27
	Section 1. By the Neighborhood Association.....	27
	Section 2. By the Owner.....	28
	Section 3. Lake Maintenance.....	29
ARTICLE X	Assessments.....	31
	Section 1. Creation of the Lien and Personal Obligations of Assessments.....	31
	Section 2. Purpose of Annual Assessments.....	32
	Section 3. Special Assessment....	32
	Section 4. Individual Assessments	33
	Section 5. Date of Commencement of Annual Assessments; Due Dates.....	34
	Section 6. Duties of the Board of Directors.....	35
	Section 7. Determination of Annual Assessments.....	35
	Section 8. Allocation of Assessments.....	35
	Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association	36
	Section 10. Subordination of the Lien to the Mortgages; Mortgagees' Rights.....	38
	Section 11. Exempt Property.....	39
	Section 12. Collection of Assessments.....	39
	Section 13. Costs of Collection...	39

ARTICLE XI	Hunter's Green.....	40
	Section 1. Ownership in Hunter's Green.....	40
	Section 2. Master Association Assessments.....	40
	Section 3. Membership in Hunter's Green Community Association...	41
	Section 4. Notice to Hunter's Green Community Assoc., Inc.	41
	Section 5. Termination of the Association.....	41
ARTICLE XII	Architectural Control.....	42
ARTICLE XIII	Cable Television Services.....	42
ARTICLE XIV	Use of Property.....	43
	Section 1. Limitations.....	43
	Section 2. Building Restrictions.	43
	Section 3. Service Yards.....	43
	Section 4. Residential Use.....	44
	Section 5. Nuisances.....	44
	Section 6. Unlawful or Offensive Use.....	44
	Section 7. Insurance.....	45
	Section 8. Access.....	45
	Section 9. Pets.....	45
	Section 10. Signs.....	46
	Section 11. Outside Lighting.....	46
	Section 12. Campers, Etc.....	47
	Section 13. Visibility at Street Intersections.....	47
	Section 14. Clotheslines.....	47
	Section 15. Garbage and Trash Containers.....	48
	Section 16. Antennas, Other Devices.....	48
	Section 17. Air Conditioners.....	48
	Section 18. Temporary Structures..	48
	Section 19. Water Supply and Sewerage.....	49
	Section 20. Fuel Storage Tanks....	49
	Section 21. Garages.....	49
	Section 22. Soliciting.....	50
	Section 23. Maintenance.....	50
	Section 24. Trees.....	50
	Section 25. Mailboxes.....	50
	Section 26. Watercraft.....	51
	Section 27. Fences and Walls.....	51
	Section 28. Motor Vehicles, Trailers, Etc.....	51
	Section 29. Declarant's Sales and Construction Activities.....	52

THIS IS NOT A CERTIFIED COPY

OFF. 5555 & 136
REC.

	Section 30. Delivery and Construction Hours.....	53
	Section 31. Construction Material Storage.....	53
	Section 32. Recreation Equipment..	53
	Section 33. Lawns and Landscaping.	54
	Section 34. Solar Equipment.....	54
	Section 35. Preservation and Conservation.....	54
	Section 36. Leasing.....	55
	Section 37. Subdivision.....	55
ARTICLE XV	Enforcement of Covenants and Abatement of Violations.....	55
	Section 1. Compliance by Owners..	55
	Section 2. Penalties.....	56
	Section 3. Fines.....	57
ARTICLE XVI	Adjoining Facilities.....	60
ARTICLE XVII	Declarant's Use of the Properties.....	61
ARTICLE XVIII	Right to Modify or Cancel.....	62
ARTICLE XIX	Assignment.....	62
ARTICLE XX	General Provisions.....	63
	Section 1. Duration.....	63
	Section 2. Amendment.....	64
	Section 3. Termination.....	65
	Section 4. Notices.....	66
	Section 5. Severability.....	66

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5555 137

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WYNSTONE

THIS DECLARATION, made and executed this 17th day of November, 1988, by SABAL HOMES OF FLORIDA, INC., a Florida corporation, its successors and assigns, hereinafter called Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a portion of the real property described in Article II of this Declaration and desires to create thereon mutually beneficial restrictions under a general plan of improvement for the benefit of all the land in Wynstone and the future owners of those lands.

WHEREAS, the real property described in Article II is within Hunter's Green, a Florida Quality Development being developed by Markborough Florida, Inc.

NOW THEREFORE, Declarant hereby declares that all of the property described above is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are in furtherance of a development plan for Wynstone and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the land and every part

thereof. All of the limitations, restrictions, conditions and covenants herein shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the above described lots.

ARTICLE I
DEFINITIONS

All terms and words, as used herein, shall have the definition as specified in the Declaration of Covenants, Conditions, and Restrictions of Hunter's Green, as recorded in Official Record Book 5243, Page 1979, Public Records of Hillsborough County, Florida, and as amended, unless indicated to the contrary herein, in addition the following terms are defined:

1. "Association" shall mean for purposes of this Declaration, the Neighborhood Association of Wynstone, and may be alternatively referred to as "Neighborhood Association."
2. "Common Elements" shall mean, for purposes of this Declaration, all portions of the Properties exclusive of the numbered Lots, and may sometimes be referred to as "Common Elements Property."

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 5555 & 139

3. "Common Element Expenses" shall mean and refer to that portion of expenditures for maintenance, operation and other services required or authorized to be performed by the Association which is attributable to the Common Elements.

4. "Declarant" shall mean and refer to Sabal Homes of Florida, Inc., a Florida corporation. Wherever the term Declarant is used in this Declaration, the Articles or By-Laws of the Association, it shall always be deemed to include its successors and assigns.

5. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any amendments thereto or any Supplemental Declaration filed pursuant to Article II hereof.

6. "Golf Course" shall mean the golf course within Hunter's Green which is a Membership Recreational Facility.

7. "Governing Documents" shall mean and refer to the Development Order and amendment thereto issued by the Florida Department of Community Affairs as recorded in Official Record Book 5128, Page 1848, and in Official Record Book 5358, Page 1856, Public Records of Hills-

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 140

borough County, Florida, the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, Design Criteria and Development Policy Standards, the Rules, Regulations and Resolutions of the Master Association; and the Declaration, Articles of Incorporation, Bylaws, Design, Rules, Regulations and Resolutions of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as stated herein.

8. "Hunter's Green" shall mean and refer to that Florida Quality Development the subject of the Master Declaration.
9. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering Residential Property, Commercial Property, Membership Recreational Facilities or a Residential Unit, which owner and holder of said mortgage shall be a bank, savings and loan association, insurance company, a pension fund, a real estate investment trust, a mortgage banker, mortgage broker, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal or State agencies or other like business entity. Institutional

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 5555 141

Lender shall also mean the Declarant or its affiliates and Declarant's acquisition and development lender(s), its (their) nominees or assignees.

10. "Lot" shall mean one of the numbered parcels of land unto which the Properties have been subdivided according to the Plat referred to in Article II upon which a Single Family Residence has been or is intended to be constructed.
11. "Wynstone" shall mean and refer to and be the name of the Properties.
12. "Master Association" shall mean and refer to Hunter's Green Community Association, Inc., a Florida corporation.
13. "Master Declaration" shall mean and refer to the Declarations of Covenants, Conditions and Restrictions of Hunter's Green as recorded in Official Record Book 5243, Page 1979, Public Records of Hillsborough County, Florida, and as that is subsequently amended from time to time.

14. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article V, Section 1, hereof.
15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Residential Unit situated upon the Properties but, notwithstanding any applicable theory or mortgage, shall not mean or refer to the mortgagee, its successors and assigns unless and until such mortgagee, its successors and assigns has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
16. "Plat" shall mean and refer to that Plat of the Properties referred to in Article II of this Declaration.
17. "Properties" shall mean and refer to all property which is subject to this Declaration, and which is described in Exhibit "A" attached hereto.
18. "Public Entities" shall mean the City of Tampa, Hillsborough County, the State of Florida and its agencies, public and private schools and transportation facilities connected therewith.

THIS IS NOT A
CERTIFIED COPY

CFF. 5555 143
REC.

19. "Rules and Regulations" shall mean and refer to procedures for administering the Association and the Properties as adopted by resolution of the Board of Directors.

20. "Subdivision" shall mean Wynstone.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Hillsborough County, Florida, and is more particularly described in Exhibit "A" attached hereto.

The Declarant reserves the right to add to the real property, the subject of this Declaration, by filing in the Public Records of Hillsborough County a Supplemental Declaration as to the additional property which provides that it shall be added to the property herein described and subject to all the terms and conditions of this Declaration. The Declarant shall not, however, add any property to this Declaration other than Lots intended for the construction of detached Single Family Residences or lands intended for use as Common Elements.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 144

Upon a merger or consolidation of the Association with another association as provided by law, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, their properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property as one scheme.

ARTICLE III

DESCRIPTION OF DEVELOPMENT

The Properties are being developed by the Declarant into Lots intended for the construction of Single Family Residences and are located within Hunter's Green.

The Owners recognize that the Declarant and Markborough Florida, Inc. may have the balance of Hunter's Green under development for an extended time. Incident to that development, the Owners acknowledge that the quiet enjoyment of the Properties may be interfered with to some extent by the construction operations on the balance of Hunter's Green Parcel 6 and Hunter's Green area. From time to time, Declarant and Markborough Florida, Inc. have presented to the public certain renderings, plats, plans, and

models showing possible future development of Wynstone and Hunter's Green area. Declarant and Markborough Florida, Inc. do not warrant in any way the schemes in these renderings, plans or models or actually how the future improvements in Wynstone and Hunter's Green area will be developed. The Owners accept that any such renderings, plans or models are primarily schematic and in no way represent the final development of Wynstone and Hunter's Green.

Further, the Owners release the Declarant and Markborough Florida, Inc. of any claim that they might have against the Declarant and Markborough Florida, Inc. for the future development of the Wynstone and Hunter's Green area, such as, but not limited to such renderings, plans or models. The Owners accept and agree that the Declarant and Markborough Florida, Inc. will have sole right to design, construct, develop, and improve future properties in Wynstone and Hunter's Green area. The Owners waive all claims against the Declarant and Markborough Florida, Inc. for interference with their quiet enjoyment through development of the balance of Wynstone and Hunter's Green area, whether the construction operations are performed in the balance of Wynstone or Hunter's Green area or in the Common Properties or Common Elements, incident to the construction operations.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 148

ARTICLE IV

NEIGHBORHOOD ASSOCIATION PROPERTY

Certain land areas, referred to in the Declaration as "Common Elements," may be set aside by the Declarant for the common use and enjoyment only of the owners of Residential Units of Hunter's Green Parcel 6. These Common Elements are to be designated as such either on the Plat or in other documents recorded from time to time by the Declarant. Declarant hereby designates tracts on the Plat as Common Elements for the use and benefit of all owners of Lots within the Subdivision. The Common Elements designated as Tract "A" on the Plat shall be a private roadway to provide access to such owners, their guests, lessees and invitees as well as the guests, lessees and invitees of the Declarant. Tract "B" shall be a buffer area for landscaping, certain utilities and open space purposes. Within 30 days after certification by Declarant's engineer that the infrastructure improvements in the Subdivision are complete, Declarant shall convey the Common Elements to the Association. Said association shall assume maintenance responsibilities therefor, including, but not limited to maintenance of Tract "A" and the landscaping within Tract "B".

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 147

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE NEIGHBORHOOD ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner of a fee, or undivided fee, interest in any Lot located upon the Properties, shall be a Member of the Association, provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Change of membership in said Association shall be established by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument conveying record fee title to any Lot and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Association, and the membership of the prior owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5555 148

conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 2. Voting Rights. Each Lot in the subdivision shall be entitled to one vote in all Association matters submitted to the membership, and the Owner of the Lot shall be entitled to cast the vote in his discretion. However, when more than one person or entity owns an interest in a Lot, all such persons or entities shall be members, and the vote for such Lot shall be exercised as determined in the Bylaws, but in no event shall more than one vote be cast with respect to any such Lot.

Section 3. Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting initially of not less than three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three or more than nine Directors. The Directors must be members of the Association or appointed by Declarant as provided herein.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555-6 149

ARTICLE VI

TURNOVER

Section 1. Time of Turnover. The turnover of the Association by Declarant shall occur within ninety (90) days after conveyance of title to the last Lot within the Properties to which it held title for sale in the ordinary course of business, provided that the Declarant may at its sole option call the Turnover Meeting at any time. The timing of the Turnover Meeting shall not affect the voting rights of the Declarant as specified in Article V, Section 2 hereof.

Section 2. Procedure of Calling Turnover Meeting. No more than 45 days and no less than 30 days prior to the Turnover Meeting, the Association shall notify in writing all Members of the date of the Turnover Meeting and purpose of it which is the election of a new Board of Directors of the Association.

ARTICLE VII

EASEMENTS

The respective rights and obligations of the Lot owners, the Association, Declarant, and others concerning easements affecting the Subdivision and appearing on the Plat shall include the following:

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5555 150

Section 1. Reserved by Declarant. Declarant hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for: (1) the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, cables, equipment, apparatus, structures, roads, drive-ways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the Subdivision; and (2) ingress and egress by pedestrians, runners, bicycles, golf carts, automobiles, and other vehicles over, under, through, and across the Association Property for the purpose of obtaining access to the Subdivision and properties adjacent thereto, together with the right to construct, maintain, and replace such roads, walkways, bike paths, and other improvements as may be reasonably appropriate for the use and enjoyment of such easements. Declarant may assign and convey any of the foregoing easements to such persons or entities as Declarant may deem appropriate for the use of such persons or groups of persons as may be designated and upon such terms as may be established by Declarant.

Section 2. Granted to Lot Owners. Each Owner is hereby granted a nonexclusive perpetual easement over and across Tract "A" for ingress and egress to and from his respective Lot.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5555 151

Section 3. Granted to Utilities. There is hereby granted to all public and private utility companies selected by Declarant or by Markborough Florida, Inc. furnishing utility services to the Subdivision as of the time of recording of this Declaration, or hereafter authorized by Declarant or the Association to furnish such services, a perpetual nonexclusive easement for the construction, installation, maintenance, repair and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the Subdivision property as may be reasonably necessary therefor. Additional easements may be shown on the recorded plat. All such easements shall be of a size, width and location so as not to unreasonably interfere with the use of any improvements which are now or will be located upon the Subdivision.

Section 4. Granted to Public Entities. There is hereby granted to the Public Entities an easement including the right of ingress and egress over and through Tract "A" and as shown on the recorded Plat for the purpose of providing public services reasonably necessary in the carrying out of their duties.

Section 5. Granted to and by the Neighborhood Association. There is hereby granted to the Association a perpetual nonexclusive easement across each lot for the purpose of maintain-

ing the Common Elements. The Owners designate the Association and/or the Declarant as their lawful attorney-in-fact to execute any instruments on their behalf as may be required for the purpose of creating such easement.

Section 6. Service Easement. Declarant hereby grants to delivery and pickup services, United States Postal Service, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant or by Markborough Florida, Inc., its successors or assigns to service the Properties, and to such other persons as the Declarant from time to time may designate, the nonexclusive perpetual right of ingress and egress over and across the Common Elements and easements designated by the Declarant for the purpose of performing their authorized services and investigations.

Section 7. Drainage Easement. Easements for drainage and/or for installation and maintenance of utilities are reserved as shown on the recorded map or plat of the Property. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may impede the flow of water through drainage channels in the easements. It is important that the banks, swales and berms, constituting a part of any lake, and any swales and drainage canals located within the Property remain undisturbed and properly maintained in order to perform their

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 153

function. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible. No one shall take any action which would impede the use of the easement in the manner intended.

Section 8. Lake Maintenance and Access Easements. Declarant grants to the Master Association a "Drainage/Access Easement" and a "Lake Maintenance Easement" as shown on the recorded Plat. Within the area encompassed by these easements there shall be no structures, buildings, fences, trees or objects which impair or block, permanently or temporarily, the ability of the Master Association to have free and unencumbered access to the lake abutting the easements. These easements are for the purpose of assuring that the Master Association will have regular periodic access to the lake and sufficient area in which to conduct lake maintenance activities.

Section 9. Other Easements. Portions of the Subdivision are subject to various easements in favor of third parties, including easements set forth in the Plat and the Master Declaration.

THIS IS NOT A

CERTIFIED COPY

OFF. 5555 P. 154
REC.

The use of any easement granted under the provisions of this Article shall not include the right to disturb any building or structure on the Subdivision, and any damage caused to same shall be repaired at the expense of the party causing such damage.

ARTICLE VIII

FUNCTIONS OF THE NEIGHBORHOOD ASSOCIATION

Section 1. Functions. The Association shall be empowered to do the following:

- A. Adopt and amend bylaws and rules and regulations;
- B. Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Lot Owners;
- C. Hire and discharge managing agents and other employees, agents and independent contractors;
- D. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matter affecting the Property only;

THIS IS NOT A CERTIFIED COPY

OFF. 5555 155
REC. 5555 155

- E. Make contracts and incur liabilities;
- F. Regulate the use, maintenance, repair, replacement and modification of Common Elements of the Properties;
- G. Cause additional improvements to be made as a part of the Common Elements;
- H. Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 4 hereof.
- I. Grant easements, leases, licenses and concessions through or over the Common Elements;
- J. Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Residential Unit Owners;
- K. Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, bylaws and rules and regulations of the Association;

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5555 156

- L. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statement of unpaid assessments;
- M. Provide for the indemnification of its officers and maintain directors' and officers' liability insurance;
- N. Assign its right to future income, including the right to receive common expense assessments, but only to the extent the Declaration expressly so provides;
- O. Exercise any other powers conferred by the Declaration or Bylaws;
- P. Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association; and
- Q. Exercise any other powers necessary and proper for the governance and operation of the Association.
- R. Enter into an agreement with any person or legal entity including Declarant or the Master Association, to act as managing agent to handle the administrative affairs and maintenance obligations of the Association upon such

THIS IS NOT A
CERTIFIED COPY

REC-5555 157

terms and conditions as the board may deem to be in the best interests of the Subdivision and the lot owners. The Board of Directors shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules and otherwise determine matters which are not of an administrative nature.

Section 2. Services. The Association shall provide the following services:

- A. Maintenance of all Common Elements including landscaping thereon and all city, county, district or municipal properties to the extent permitted by any governmental authority which are located within or in a reasonable proximity to the Properties to the extent that their deterioration would adversely affect the appearance of the Properties. The Association shall adopt standards of maintenance and operation required by this and other subsections within this Section 2 which are, at the very least, as stringent as those adopted by the Master Association. The Declarant shall, in its reasonable discretion, determine whether such standards adopted by the Association meet the requirements herein.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5555 PG 158

- B. Maintenance of any real property located within the Properties upon which the Association has accepted an easement for such maintenance by duly recording an instrument granting such easement to the Association executed and delivered by the Owner of such property to the Association.
- C. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the articles of incorporation or bylaws governing the Association.
- D. Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial and communication services informing Members of activities, notices of meeting and other important events.
- E. Purchasing general liability and hazard insurance covering improvements and activities on the Common Element Property on a current replacement cost basis in an amount not less than one hundred per cent (100%) of

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 153

its insurable value, and directors' and officers' liability and other insurance as the board deems necessary. Hazard insurance proceeds for losses to any Common Element Property may not be used other than for repair, replacement or reconstruction of such property.

- F. Publishing and enforcing such rules and regulations as the board deems necessary.
- G. Maintenance of and providing for lighting of roads, sidewalks, walking and bike paths throughout the Properties.
- H. Constructing improvements on Common Element Property and easements as may be required to provide the services as authorized in this Section 2 of this Article.

Section 3. Obligation of the Association. The Association shall carry out any of the functions and services specified in Section 2 of this Article with the proceeds first from annual assessments and then, if necessary, from special assessments. The functions and services allowed in Section 2 of this Article to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors taking into consideration proceeds of assessments and the needs of the Members.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5555 160

The functions and services which said Association is authorized to carry out or to provide, may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Directors; provided, however, that the Association may not reduce its responsibilities for the maintenance of improvements required by the City of Tampa without the prior written consent of said City.

Section 4. Mortgage and Pledge. The Board of Directors shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its functions.

Section 5. Conveyance to Association. The Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Common Element Property.

Section 6. Conveyance by Association. The Association shall be empowered to delegate or convey any of its functions or properties to any governmental unit for public utilities or for other public purposes, or to any private entity so long as the use is consistent with the intended use of such property. Any such delegation or conveyance to any governmental unit shall be only upon the approval and acceptance thereof.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 161

Section 7. Association Actions Requiring Approval. After the occurrence of the Turnover meeting as referred to in Article VI, Section 1, unless at least two-thirds (2/3) of the Lot Owners and Owners of Residential Units have given their prior written approval, the Association, shall not be entitled to:

- A. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements owned, directly or indirectly, by the Association for the benefit of the Residential Units (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Property or Restricted Common Property shall not be deemed a transfer within the meaning of this clause);
- B. change the method of determining the obligations, assessments, dues or other charges which may be levied against a Residential Unit Owner or Lot Owner;
- C. by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Residential Units, the maintenance of the Common

Elements, party walks or common fences and driveways or the upkeep of lawns and plantings in Tracts "A," "B" and "C,"

- D. fail to maintain fire and extended coverage on insurable Common Elements on a current replacement cost basis in an amount not less than one hundred per cent (100%) of the insurable value (based on current replacement cost);
- E. use hazard insurance proceeds for losses to any Common Elements or Restricted Common Property for other than the repair replacement or reconstruction of such Common Elements or Restricted Common Property.

Any such action shall not materially and adversely affect the beneficial use and enjoyment by the residents of Residential Units. The Association may not approve under this section any abandonment, transfer or conveyance of Common Elements without providing for the continued maintenance and replacement of infrastructure improvements for which the Association has responsibility.

Section 8. Association Actions Requiring Approval of Governmental and Regulatory Agencies. No action or enactment by the Association or its board shall contravene or violate any

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 163

provision of Article X of the Master Declaration, and to the extent of such contravention or violation, the action of the board or the Association shall be void.

ARTICLE IX
COVENANT FOR MAINTENANCE

Section 1. By the Neighborhood Association. In addition to other covenants for maintenance stated herein, the Association shall maintain, repair, and replace as part of the Common Element Expenses:

(a) the Association property and all improvements thereon which are not the responsibility of other entities;

(b) all grass, shrubs, landscape berms, irrigation systems, walls, signs and other landscaping lying within Common Element areas;

(c) Tract "A," including but not limited to roadway, curbs, sidewalks, regulatory and street signage, underdrains, storm sewers, inlets, end walls and storm-sewer facilities within drainage easements.

THIS IS NOT A

CERTIFIED COPY

OFF. 5555 164
REC.

The Association shall have the irrevocable right to have access to each lot from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of Common Elements and the improvements thereon, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to such improvements. If the Board of Directors determines that any maintenance, repair, or replacement required to be made by the Association was necessitated by the carelessness, negligence, or intentional act of an Owner, his lessees, invitees, or guests, the cost of such maintenance, repair, or replacement shall be assessed against the Owner and shall be payable by such Owner within 30 days after delivery of written notice of the assessment, and if not paid, shall become a lien on the Lot.

Section 2. By the Owner. Each Owner shall be responsible for the continuing proper maintenance and care of his Lot. Maintenance of landscaping shall include watering, fertilizing, mowing, trimming and the prompt replacement of dead trees, shrubs, lawn or other landscaping. All weeds, underbrush or other unsightly growths over SIX (6) inches high shall be promptly removed from the property by the Owner. No trash debris, refuse pile, decaying matter or other unsightly objects shall be placed upon or allowed to remain upon the property. If the Owner shall fail or refuse to keep the property in a neat and clean condition

THIS IS NOT A CERTIFIED COPY

REF. 5555 P. 165
R.F.C. C

by preventing the placement of or failing to promptly remove the unsightly objects specified herein, or any other unsightly objects specified herein, or any other unsightly growths or objects, then Declarant may enter upon the property and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, and the Owner for himself, his successors and assigns, does hereby request that such acts be performed by Declarant or its assigns if at any time the same is not performed by the Owner or party in possession of the property, and the Owner agrees to pay Declarant for such work within THIRTY (30) days after the same is performed. If any such Owner fails to pay as above provided, Declarant may take such legal action as it may deem appropriate to enforce its claim against such Owner including, but not limited to, injunctive relief.

Section 3. Lake Maintenance. Certain Lots within this Subdivision are located adjacent to lakes which also serve as part of the drainage system for this Subdivision and for Hunter's Green. The lake front property line of each such Lot is located at or near the top of the bank around the lake. However, no abutting Owner shall be deemed to acquire any right in such lake or the waters thereof and the usage of the waters of such lake and control of the elevation of such waters shall be subject to regulations adopted from time to time by Declarant or by the Master Association; provided, however that this provision shall

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 5555 166

not be deemed to prohibit such abutting Owner's usage of the lake to drain his adjacent lands (subject to Declarant's and Master Association's approval of the Owner's drainage plan). Each Owner shall have the right of access to the waters of the lake from his abutting Lot. Each Owner shall also have the responsibility of sodding, irrigating, mowing and maintaining the abutting land area located between the lake-front lot line of his Lot and the littoral zones of the lake; provided, however, that this provision shall not apply to the Owners of Lots 13 through 23, Block 3 as shown on the recorded plat. Such areas are Common Property of the Association. Littoral plants along lake banks and in the lakes are part of the water quality and mitigation programs for Hunter's Green. The maintenance of these plants is the responsibility of the Master Association and they are not to be destroyed, damaged or removed except as authorized by the Master Association. Declarant grants to the Master Association the full and unrestricted right to access over and across such abutting land area and the adjacent lake maintenance easements, as said easements are shown on the Plat, on any Lot as reflected on the Plat for the purpose of access to and maintenance of said lake and for any temporary overflow of lake waters. The lake maintenance easement areas shall remain free of obstruction at all times.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 G 167

ARTICLE X

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant covenants, and each Owner of any Residential Unit or Residential Property shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all their terms and provisions of this Declaration and to pay the Association: (1) annual assessments, (2) special assessments and (3) individual assessments together with such interest thereon and costs of collection therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by the abandonment of the property against which the assessment was made. In the case of co-ownership of Residential Unit or Residential Property, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 5555 168

Section 2. Purpose of Annual Assessments. The annual

assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Elements and to provide services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance thereon, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized function, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling it to perform its authorized or required functions. The Association shall establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Elements that must be replaced on a periodic basis, (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss and (c) insurance premiums or taxes.

Section 3. Special Assessment. In addition to the annual assessments authorized by Section 2 hereof, the Board of Directors may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a capital improvement upon Common Elements or

THIS IS NOT A

CERTIFIED COPY

OFF. 5555 169
REC.

assessments including the necessary fixtures and personal property related thereto, provided that any such assessment in excess of Twenty-Five Thousand Dollars (\$25,000.00) per year shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement and the required quorum at any such subsequent meeting shall be seventy per cent (70%) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of his Residential Unit or Residential Property is not in conformance with the standards as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the use restrictions imposed by this Declaration. The amount of such assessment shall be equal to such cost incurred and may be enforced in the manner provided for any other assessment.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 PG 170

Section 5. Date of Commencement of Annual Assessments;
Due Dates. The annual assessments provided for herein shall be due and payable annually on January 31 in advance, and shall commence on the date set by the Board of Directors. At the option of the Board, the payment of assessments may be changed to a more frequent basis.

Declarant may be excused from the payment of assessments for any property owned by it during such period of time that it shall obligate itself to pay any amount or expenses of the Association incurred during that period not produced by the assessments receivable from the other Members.

The first annual assessment shall be based upon an estimate of the operating expenses for the year plus adequate reserve for anticipated expenses. In the event this assessment proves insufficient to satisfy such expenses, the Board of Directors shall levy a supplementary assessment in the amount of the deficit. Notwithstanding any other provision herein, the supplementary assessment shall not require the assent of the Members. The Declarant may be excused from payments attributable to reserves.

The due date of any special assessment under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 171

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

Section 6. Duties of the Board of Directors. The Board of Directors shall prepare a roster of Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner, at any reasonable business hour.

The Association shall, upon reasonable request, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 7. Determination of Annual Assessments. The Board of Directors shall determine the total annual assessment for the Properties consistent with Section 8 of this Article and in accordance with the procedures set forth in the bylaws of the Association.

Section 8. Allocation of Assessments. The total assessment attributable to Common Elements (exclusive of the individual assessments provided for in Section 4) shall be determined in the

THIS IS NOT A CERTIFIED COPY

OFF: 5555 P. 172
REC: 5555 P. 172

manner more particularly set forth in the bylaws of the Association; provided, however, that the bylaws shall require that the total annual assessment shall be apportioned as follows:

(a) The Board of Directors shall adopt a budget for each calendar year to provide for the operation and maintenance of the Association and the Common Elements. Assessments shall be charged on a per Lot basis and shall be equal to the amount of the adopted budget divided by the number of Lots in Wynstone.

(b) All assessments shall be payable annually in advance; provided, however, that initial assessments shall be due upon transfer from Declarant to Owner, prorated to the date of transfer.

(c) Declarant guarantees that annual assessments shall not exceed Six Hundred Dollars (\$600.00) per Lot through calendar year 1989.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date due (being the dates specified in Section 5 hereof) then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, thereupon

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 5555 173

become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment, however, shall remain his personal obligation. The Association may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value of a Residential Unit or Residential Property, unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above-provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 5555 174

Section 10. Subordination of the Lien to the Mortgages; Mortgagees' Rights. The lien of the assessments provided for herein is unequivocally subordinate to the lien of any first mortgage to an Institutional Lender now or hereafter placed upon a Residential Unit or Residential Property subject to assessment prior to the recording in the public records of a notice stating the amount of or unpaid assessment attributable to such Residential Unit or Residential Property, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, including a sale or transfer of such property pursuant to a deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An Institutional Lender, upon request, shall be entitled to written notification from the Neighborhood Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days. An Institutional Lender may pay taxes or other charges which are in default and which may or have become a charge against any Common Elements and may pay overdue premiums or hazard insurance policies or secure new hazard insurance coverage on the lapse of a

THIS IS NOT A

OFF. REC. 5555 175

policy for such Common Elements and mortgagees making such payments shall be owed immediate reimbursement therefor from the Neighborhood Association.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Elements and any improvements thereon; (c) any property not dedicated a Residential Property or Residential Unit.

Section 12. Collection of Assessments. Assessments allocated to any Residential Unit or Residential property, shall be collected by the Association.

Section 13. Costs of Collection. The Association shall be entitled to its costs of collection and attorneys' fees from any Owner against whom an assessment must be enforced.

ARTICLE XI
HUNTER'S GREEN

Section 1. Ownership in Hunter's Green. By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Master Declaration. Among other things, that document provides that an Owner shall become a member of the Master Association; shall acquire certain property rights to Common Properties and Restricted Common Properties within Hunter's Green; shall become subject to the assessments of the Master Association; and shall be subject to the guidelines of the Design Criteria and Development Policy Standards.

Section 2. Master Association Assessments. Pursuant to the Master Declaration, the Master Association has the right to assess its members for all expenses which may be incurred by the Master Association in the performance of its duties. These assessments may be collected by the Neighborhood Association and remitted to the Master Association. Pursuant to Article VII of the Master Declaration, if the Neighborhood Association fails to pay assessments to the Master Association, the Master Association will have a lien on each Lot in the Neighborhood Association.

THIS IS NOT A CERTIFIED COPY

GFF. 5555 & 177
REC.

Section 3. Membership in Hunter's Green Community Association, Inc. In accordance with the provisions of the Articles of Incorporation of the Master Association, all Owners shall be members in that association. Notwithstanding such membership, only representative members, known as the Voting Representatives, shall be entitled to vote on behalf of all Members of the Neighborhood Association, at meetings of the members of the Master Association.

Section 4. Notice to Hunter's Green Community Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Neighborhood Association, and any easements or conveyances affecting the Common Elements shall be promptly forwarded to Hunter's Green Community Association, Inc. no later than fifteen (15) days prior to adoption. The Neighborhood Association shall also provide a current list of the names and mailing addresses of all Owners within 15 days after receiving a written notice from the Hunter's Green Community Association.

Section 5. Termination of the Association. In the event the Association is terminated or shall no longer exist for any reason whatsoever, the Master Association shall have the power but not the duty to maintain all Common Elements otherwise perform all functions of the Association and shall be authorized to assess all

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 5555 PG 178

Owners for the cost of such services. In that event, the Master Association may assess for any additional expenses it incurs resulting from its assumption of Association functions and liabilities.

ARTICLE XII

ARCHITECTURAL CONTROL

The governance of matters of architectural review and control shall be in accordance with Article IX of the Master Declaration. If the Design Review Board as defined therein requests the Neighborhood Association to enforce the Design Criteria and Development Policy Standards, the Board of Directors of the Association shall accept such duties.

ARTICLE XIII

CABLE TELEVISION SERVICES

The providing of cable television services for all Owners shall be governed exclusively by Article XIII of the Master Declaration.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 PG 179

ARTICLE XIV
USE OF PROPERTY

Section 1. Limitations. Nothing shall be erected, constructed, planted or otherwise placed in the Properties in such a position (subsequent to the initial construction of improvements on the Properties by Declarant) so as to create a hazard upon or block the vision of motorists upon any of the streets or roads. No improvement or modification or alteration of an improvement shall interfere with those easements or other rights which are set forth in this Declaration.

Section 2. Building Restrictions. All building construction on the Properties shall comply with the provisions of the Design Criteria and Development Policy Standards. No improvement or modification shall interfere with those easements or other rights set forth in this Declaration.

Section 3. Service Yards. All garbages receptacles, fuel tanks, gas meters, air conditioning and heating and pool equipment and materials, supplies and other equipment which are placed or stored outside must be placed or stored in such a way to conceal them from view from roads and adjacent propertiss and the Golf Course. Any such visual barrier shall be at least forty inches (40") high and may consist of either walls or fencing with

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 Pg. 180

landscaping and planting which is approved by the Design Review Board ("DRB"), in accordance with the Design Criteria and Development Policy Standards.

Section 4. Residential Use. No commercial use of Properties which would require any occupational license shall be permitted unless approved by the Board of Directors.

Section 5. Nuisances. No nuisance shall be permitted to exist or operate in the Neighborhood or in the Common Elements so as to be detrimental to any other Neighborhood in the vicinity thereof, or to its occupants, or to the Common Elements.

Section 6. Unlawful or Offensive Use. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof. All applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Properties, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Properties. No waste will be committed in the Common Elements.

THIS IS NOT A
CERTIFIED COPY

OFF. 5555 181
R.F.C. 5555 181

Section 7. Insurance. Nothing shall be done or kept in the Properties or in the Common Elements which will increase the rate of insurance for the Properties or any other Neighborhood. No Owner shall permit anything to be done or kept in or on his Residential Unit or in the Neighborhood or in the Common Elements which will result in the cancellation of insurance on the Common Elements, the Common Property or any other Neighborhood, or the contents thereof, or which would be in violation of any law.

Section 8. Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter the Properties for the purpose of maintenance, inspection, repair, replacement of the improvements within the Properties, or in case of emergency for any purpose, or to determine compliance with this Declaration.

Section 9. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that are pets of the customary household variety such as cats, dogs, pet birds and fish may be kept by an Owner, but only if such pets do not cause a disturbance or a nuisance on the Properties. The Association may, by reasonable rule restrict the types and numbers of pets which may be kept and restrict the area of the Properties where pets may be walked. No pet shall be allowed in any Preservation Area.

THIS IS NOT A CERTIFIED COPY

OFF-5555 182
REC-5

Section 10. Signs. Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Residential Unit, yard, Common Elements, Restricted Common Property, or other common area within the Properties, or from any window or tree, unless express prior written approval of the size, shape, content and location has been obtained from the DRB, which approval may be withheld in their discretion. If after demand and reasonable notice to Owner, such Owner has not removed an unapproved sign, the Association may, through a representative, enter the Owner's premises and remove such sign without liability therefor. Owner hereby grants a license to the Association for such purpose. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Elements.

Section 11. Outside Lighting. Except as may be installed initially by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any Common Elements or Common Property or any part thereof without the written authorization of

the Board of Directors. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Properties shall be allowed.

Section 12. Campers, Etc. No campers or vans over fourteen feet (14') in length, go-carts, all-terrain vehicles (ATVs) or trucks in excess of three quarter (3/4) ton shall be allowed on the Common Elements or anywhere within the Properties except as approved by the Board of Directors in its discretion, and except as follows: such vehicles shall be permitted within the Properties if parked entirely out of sight or if parked only temporarily within the Properties, i.e., not overnight. The Board of Directors of the Association may make reasonable rules concerning the use of mopeds and motorcycles on the Properties.

Section 13. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The DRB shall have the right but not the obligation to adopt additional restrictions concerning the height and type of trees and shrubs within the Residential Property.

Section 14. Clotheslines. No clothesline, or other outdoor clothes-drying facility shall be permitted except as permitted by the Design Criteria and Development Policy Standards.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5555 184

Section 15. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with the Association Rules and Regulations and standards adopted by the DRB. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the properties shall be used for dumping refuse.

Section 16. Antennas, Other Devices. No exterior radio or television antenna, satellite dish or other receiver transmitting device or any similar exterior structure or apparatus may be erected or maintained except pursuant to standards adopted by the DRB.

Section 17. Air Conditioners. Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Property, Restricted Common Property or adjacent parcels. No window or through-wall air conditioning units shall be installed in any Residential Unit except as approved by the DRB.

Section 18. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:

THIS IS NOT A CERTIFIED COPY

OFF. 5555 & 185
REC.

- (i) Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the DRB.
- (ii) Temporary structures during the period of actual construction as approved by the DRB; and
- (iii) Tents or other temporary structures for use during social functions.

Section 19. Water Supply and Sewerage. No septic tanks shall be permitted within the Properties. No wells shall be installed.

Section 20. Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted; provided, an Owner may keep and maintain a small gas tank for gas barbecues, fireplaces and hot tubs with the approval of the DRB.

Section 21. Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway.

THIS IS NOT A CERTIFIED COPY

OFF. 5555 1/2 186
REC.

Section 22. Soliciting. No soliciting will be allowed at any time within the Properties.

Section 23. Maintenance. The portions of the Residential Property visible from other Residential Units, the roads or from any Recreational Areas and Facilities, information center and Golf Course must be kept in an orderly condition so as not to detract from the neat appearance of the Properties. The Board of Directors, may determine whether or not such visible portions are orderly. The Neighborhood Association may have any objectionable items removed so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process.

Section 24. Trees. No trees greater than three inches (3") in diameter at breast height shall be cut or removed without approval of the DRB.

Section 25. Mailboxes. Builders or Residential Unit Owners shall provide and install, and Owners shall maintain all mailboxes and standards, brackets and name signs for such boxes at the Owner's expense in such location and of such size, color and design as approved by the DRB.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 5555 187

Section 26. Watercraft. No watercraft powered by internal combustion engines may be used on any body of water on the properties (except as provided in Article X hereof) without the prior approval of the Board of Directors. No Owner may store or park a boat, other watercraft and/or boat trailer within his Lot, except within a full-enclosed garage. Docks, davits, ramps, outbuildings or any structure designed for the use of a boat or watercraft within a Lot or near or in a lake are expressly prohibited.

Section 27. Fences and Walls. No fences or walls shall be erected without approval by the DRB.

Section 28. Motor Vehicles, Trailers, Etc. Each Owner shall provide for parking of at least two automobiles off streets and roads within the Properties prior to occupancy of the Owner's Residential Unit. Subject to the terms of this Section, there shall be no outside storage or parking within any parcel or within any portion of the Common Elements (other than areas provided therefore within the Common Elements, if any) of any boat, mobile home, trailers (either with or without wheels), motor home, tractor, truck, commercial vehicles or any type, camper, motorized camper or trailer, motorized go-cart or any other related forms of transportation devices. No Owners or other occupants of any portion of the Properties shall repair or restore any vehicle of

THIS IS NOT A
CERTIFIED COPY

OFF. 5555 188
REC.

any kind upon or within the Properties or within any portion of the Common Elements, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only within Lots on paved surfaces or designated areas and shall not block sidewalks or bike paths; parking by Owners within street rights-of-way is prohibited and the Neighborhood Association is authorized to tow vehicles parked in violation hereof. Overnight parking in street rights-of-way by non-Owners shall be prohibited.

Section 29. Declarant's Sales and Construction Activities.

Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and Markborough Florida, Inc. and their agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale or the developing of parcels, including, without limitation, the installation and operation of sales and construction offices, signs and model dwellings. The location of any construction offices by Declarant or builders selected by Markborough Florida, Inc. shall be subject to Declarant's and Markborough Florida, Inc.'s control. The right to maintain and carry on such facilities and activities shall include specifically the right to use Residential Units as model residences, and to use the gatehouses or any Residential Unit for

THIS IS NOT A CERTIFIED COPY

OFF. 5555 189
REC.

related activities. The Declarant's right of use, as described hereinabove, shall continue even after conveyance of all of the Common Elements to the Association.

Section 30. Delivery and Construction Hours. No construction activities, other than work to be performed on the inside of a Residential Unit which is enclosed, and no delivery of construction materials shall be permitted between the hours of 7 p.m. and 7 a.m. of the following day.

Section 31. Construction Material Storage. Storage of construction material associated with construction in any Neighborhood shall be screened from view as provided in the Design Criteria and Development Policy Standards.

Section 32. Recreation Equipment. All basketball courts, backboards, volleyball nete, swing sets, sandboxes and other outdoor recreational equipment shall be installed, maintained or used only in the rear of a residence and shall not be installed or located in such manner as to be exposed to view from any public or private street or adjacent Golf Course, unless expressly approved by the DRB.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5555 6 190

Section 33. Lawns and Landscaping. The design and maintenance of lawns and landscaping shall be governed by the DRB. All lawns and the approved landscaping in front of each residence Lot shall be extended to the street pavement (including each side of any intervening sidewalk or golf cart path) and shall thereafter be maintained in good condition by the lot owner. No gravel, blacktop or paved parking strips shall be installed or maintained by any Owner adjacent to and along the street.

Section 34. Solar Equipment. Solar hot water heating equipment and piping may be installed, but only in accordance with the Design Criteria and Development Policy Standards.

Section 35. Preservation and Conservation. Owners of Lots adjacent to Preservation Areas as those areas are designated on the Plat or otherwise identified by the Declarant are prohibited from any act which might result in a violation of Article X, Section 1.A. of the Master Declaration. Within certain Lots in the Subdivision are located a "Wetland Setback Area" as shown on the Plat. This area is a Conservation Area as that term is defined and used in the Master Declaration. Prohibited and permitted activities within such area are set forth in Article X, Section 1.B. of the Master Declaration. All Owners are specifically prohibited from disturbing any aquatic vegetation in any lake or canal.

THIS IS NOT A CERTIFIED COPY

OFF. 5555-191
REC. 5555-191

Section 36. Leasing. No Owner shall lease less than the entire Lot or lease the Lot for a period of less than three (3) months or more than twice in any calendar year.

Section 37. Subdivision. No Lot shall be further subdivided except upon express written consent of the Board of Directors of the Master Association and in accordance with applicable subdivision regulations of the City of Tampa.

ARTICLE XV

ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS

Section 1. Compliance by Owners. Every Owner shall at all times comply with all the covenants, conditions and restrictions set forth herein and any and all Rules and Regulations and Resolutions adopted by the Board of Directors. All violations shall be reported immediately to a member of the Board of Directors. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Declaration and Rules, Regulations and Resolutions of the Association shall be presented to and determined by the Board of Directors of the Association, whose interpretation of these documents and/or whose remedial action shall control. In the event that any person, firm or entity subject to the Declaration and Rules, Regulations and Resolutions of the Association

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5555 192

documents fails to abide by them, as they are interpreted by the Board of Directors of the Association, that person shall be liable to be fined by the Association for each such failure to comply or other violation of them.

Section 2. Penalties. If the Board of Directors of the Association deems it necessary, it may bring action at law or in equity (including an action for injunctive relief) in the name of the Neighborhood Association, to enforce the Declaration and the Rules, Regulations and Resolutions of the Association. In the event any such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 193

Violation of any conditions or restrictions or breach of any covenant herein contained shall also give the Declarant, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land on which such violation or breach exists and summarily to abate and remove, at the expense of the Owner of said land, any construction or other violation that may be or exist thereon contrary to the intent and provision hereof; and the Declarant, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule, or regulation, contained herein and rules or regulations promulgated under the articles of incorporation or bylaws of the Association, provided the following procedures are adhered to:

THIS IS NOT A CERTIFIED COPY

OFF. 5555
REC. 194

(a) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalty(ies) should not be imposed.

(b) Hearing: The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty one (21) days after the Board of Director's meeting.

(c) Appeal: Any person aggrieved by the decision of the Board of Directors as to a noncompliance may, upon written request to the Board filed within seven (7) days of the Board's decision, file an appeal. An appeals committee will be appointed by the Board within seven (7) days of the request and shall consist of three (3) non-interested members of the Association. The appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either Party; however, the Board may elect to review

THIS IS NOT A CERTIFIED COPY

CFF. 5555⁶ 195
REC.

its decision in light of the findings of the appeals committee. A failure by an Owner to file an appeal shall be deemed to be a waiver of any further legal remedies relating to the infraction.

(d) Penalties: The Board of Directors may impose special assessments as follows:

(1) First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100).

(2) Second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent noncompliance, or violation or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(e) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment.

(f) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association.

THIS IS NOT A
CERTIFIED COPY

OFF. 5555 P. 196
REC. 6

(g) Application: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Nonexclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE XVI

ADJOINING FACILITIES

The lakes and canals at Hunter's Green are part of the drainage system for Hunter's Green and are not part of the Subdivision. Declarant reserves unto itself, its successors and assigns, and grants unto the Master Association and its successors and assigns, the right to use the water from the lakes and canals for irrigation purposes at Hunter's Green and to vary the water level as may be necessary due to the amount of rainfall and the required attenuation of surface waters necessitated by such rainfall and the maintenance of storm-water facilities. Declarant reserves unto itself, its successors and assigns, and grants unto the Master Association and its successors and assigns, an easement

OFF. 5555 197
REC. 6

for drainage and for lake access and maintenance as shown on the Plat to provide for drainage of Hunter's Green and access to any abutting lakes or canals for maintenance thereof. The Golf Course and other Recreational Facilities which may be constructed at Hunter's Green are not part of the Subdivision, and the Lot Owners have no right, title or interest therein by virtue of their ownership of a Lot.

ARTICLE XVII

DECLARANT'S USE OF THE PROPERTIES

Until Declarant has closed sales of all its Lots or for as long as Declarant holds any interest by way of lease or mortgage in any Lot, neither the Owners, nor the Association nor anything contained herein or in the Governing Documents shall interfere with the construction of the improvements and sale of the Lots. The Declarant, or any person or business entity designated by the Declarant, may make use of any Residential Unit or model erected upon the Properties which is owned or leased by the Declarant as may facilitate such completion and sale, including but not limited to maintenance of general administrative or sale offices, the showing of the property and the display of signs.

THIS IS NOT A CERTIFIED COPY

ARTICLE XVIII

OFF. 5555 198
REC. 5555 198

RIGHT TO MODIFY OR CANCEL

Until such time as the last Lot which the Declarant holds for sale in the ordinary course of business is conveyed by the Declarant, it specifically reserves for itself, its successors and assigns and to the Association the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration; provided, however, that no such alteration, modification, amendment, revocation, rescission, or cancellation shall prejudice or otherwise impair the security, rights and priorities of any Mortgagee of record as to any of the Lots, the subject of this Declaration nor shall any such amendment be inconsistent with the provisions of the Master Declaration.

ARTICLE XIX

ASSIGNMENT

Any or all of the rights, powers and obligations, easements and estates reserved or given to the Declarant or the Neighborhood Association may be assigned by the Declarant or by the Association, as the case may be, to the Association, the Master Association, or other assignee, and any such assignee with the exception

THIS IS NOT A
CERTIFIED COPY

OFF.
REC. 5555

199

of an Institutional Lender shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing and, with the exception of an assignment to an Institutional Lender, such assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and, with the exception of an assignment to an Institutional Lender, be subject to the same obligations and duties as are herein given to the Declarant and the Association. With the exception of an assignment to an Institutional Lender, after such assignment the Declarant and the Association shall be relieved and released of all responsibility hereunder.

ARTICLE XX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and any Owner or lessee thereof, and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Master Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs,

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5555 P. G. 200

successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds ($\frac{2}{3}$) of the Lots or by the Association, has been recorded agreeing to change said covenants and restrictions in whole or in part, or to terminate them; provided, however, that no such agreement to change or terminate shall be effective unless made and recorded at least ninety (90) days in advance of the end of the initial or any extension period hereof, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by Owners holding not less than three-fourths ($\frac{3}{4}$) of the voting interests of the membership, provided that so long as Declarant is the Owner of any Lot, or any property affected by this Declaration, or amendment hereto, no amendment shall be effective without Declarant's express written consent and joinder. Article X hereof, the covenant for maintenance assessments, may not be amended without the consent of each mortgagee holding a first mortgage upon a Lot in the Properties. No amendment shall be effective which is deemed by the Master Association to be in conflict with the provisions of the Master

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 L.G. 201

Declaration. Any amendment which would impair or prejudice the right or priorities of any Institutional Lender shall not be effective without the prior written consent of such Institutional Lender. Any amendment that would affect in any respect the provisions of Article X of the Master Declaration shall not be effective. Any amendment which lessens or alleviates the Association's responsibility to maintain private streets and drainage facilities, or private water and sewer facilities, if any, shall not be effective.

Section 3. Termination. Should the members of the Association vote not to renew and extend this Declaration, all Common Elements owned by the Neighborhood Association shall be transferred to a trustee appointed by the Circuit Court of Hillsborough County, Florida, which trustee shall sell the Common Elements free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Hillsborough County, Florida. In such event, however, adequate maintenance provisions shall be made for the maintenance of any private water, sewer, streets, or drainage facilities located within such Common Elements, and such maintenance responsibility shall not become the responsibility of the City of Tampa without its consent. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Elements, then for payment of any obligation incurred by the trustee in the

THIS IS NOT A CERTIFIED COPY

CFF. 5555 6 202
REC.

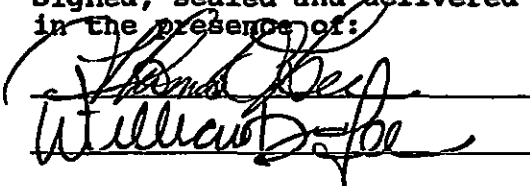
operation, maintenance, repair and upkeep of the Common Elements. The excess of proceeds, if any, from Common Elements shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owners in Common Element Expenses.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:



William B. Lee

SABAL HOMES OF FLORIDA, INC.,
"Declarant"



By: President

THIS IS NOT A CERTIFIED COPY

OFF. 5555 & 203
REC.

ATTEST:

Anna M. Lee

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

)
) ss
)

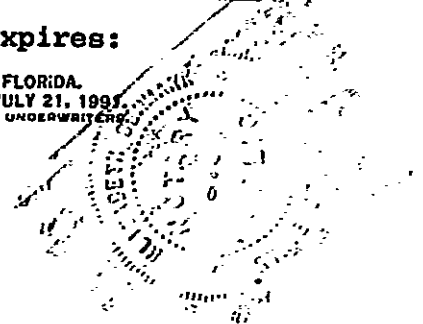
The foregoing instrument was acknowledged before me this 17th
day of November, 1988 by JAMES W. Lee and Anna M. Lee,
the President and Secretary of Sabal Homes of Florida, Inc.,
Florida corporation, on behalf of the corporation.

Elzabeth Denmark

Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JULY 21, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS



THIS IS NOT A CERTIFIED COPY

EXHIBIT "A"

OFF. 5555 204
REC. 5555 204

A PARCEL OF LAND LYING IN PARCEL "C" OF HUNTER'S GREEN PHASE 1, A SUBDIVISION, AS RECORDED IN PLAT BOOK 64, PAGE 16, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, (SAID COMMENCING POINT BEING ALSO THE POINT OF BEGINNING OF SAID HUNTER'S GREEN PHASE 1)
THENCE SOUTH 00° 24' 07" WEST ALONG THE EAST BOUNDARY OF SAID SECTION 24, A DISTANCE OF 2465.13 FEET,
THENCE NORTH 89° 28' 15" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL "C", A DISTANCE OF 3038.43 FEET,
THENCE NORTH 01° 18' 38" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL "C", A DISTANCE OF 1816.99 FEET,
THENCE NORTH 48° 54' 19" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL "C", A DISTANCE OF 1993.07 FEET,
THENCE NORTH 00° 49' 34" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL "C", A DISTANCE OF 260.00 FEET; FOR THE POINT OF BEGINNING; (OF THE HEREIN DESCRIBED PARCEL 21)
THENCE NORTH 00° 49' 34" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL "C", A DISTANCE OF 1115.07;
THENCE EAST A DISTANCE OF 219.66 FEET;
THENCE NORTH A DISTANCE OF 3.13 FEET TO THE SOUTH BOUNDARY OF JUNIPER CREEK COURT RIGHT OF WAY LINE;
THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 39.51 FEET, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 37° 43' 46", A CHORD DISTANCE OF 38.80 FEET, AND A CHORD BEARING OF NORTH 71° 08' 07" EAST TO A POINT OF REVERSE CURVE;
THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST A DISTANCE OF 32.93 FEET, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 37° 43' 46", A CHORD DISTANCE OF 32.33 FEET, AND A CHORD BEARING OF NORTH 71° 08' 07" EAST;
THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF JUNIPER CREEK COURT A DISTANCE OF 166.79 FEET TO A POINT OF CURVE;
THENCE ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 37.06 FEET, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 92° 19' 18", A CHORD DISTANCE OF 33.18 FEET, AND A CHORD BEARING OF SOUTH 43° 50' 26" EAST, TO THE WESTERLY BOUNDARY OF TRACT "A" OF SAID HUNTER'S GREEN PHASE 1, (SAID WESTERLY BOUNDARY OF TRACT "A" IS ALSO THE WESTERLY RIGHT OF WAY LINE OF HUNTER'S GREEN DRIVE);
THENCE ALONG (SAID RIGHT OF WAY LINE) AN ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 825.89 FEET, HAVING A RADIUS OF 861.51 FEET, A CENTRAL ANGLE OF 54° 55' 35", A CHORD DISTANCE OF 794.62 FEET, AND A CHORD BEARING OF SOUTH 25° 08' 39" EAST;
THENCE SOUTH 10° 06' 14" WEST A DISTANCE OF 137.83 FEET;
THENCE SOUTH 59° 00' 00" WEST A DISTANCE OF 508.98 FEET,
THENCE WEST A DISTANCE OF 370.00 FEET TO THE POINT OF BEGINNING.

"TOGETHER WITH"

A PARCEL OF LAND LYING IN PARCEL "C" OF HUNTER'S GREEN PHASE 1, A SUBDIVISION, AS RECORDED IN PLAT BOOK 64, PAGE 16, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, (SAID COMMENCING POINT BEING ALSO THE POINT OF BEGINNING OF SAID HUNTER'S GREEN PHASE 1)
THENCE SOUTH 00° 24' 07" WEST ALONG THE EAST BOUNDARY OF SAID SECTION 24, A DISTANCE OF 2465.13 FEET,
THENCE NORTH 89° 28' 15" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL "C", A DISTANCE OF 3038.43 FEET,
THENCE NORTH 01° 18' 38" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL "C", A DISTANCE OF 1816.99 FEET,
THENCE NORTH 48° 54' 19" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL "C", A DISTANCE OF 1993.07 FEET,
THENCE NORTH 00° 49' 34" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL "C", A DISTANCE OF 1375.07 FEET,
THENCE NORTH 25° 36' 02" WEST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL "C", A DISTANCE OF 136.53 FOR THE POINT OF BEGINNING; (OF THE HEREIN DESCRIBED PARCEL 11)
THENCE NORTH 25° 36' 02" WEST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL "C", A DISTANCE 879.44 FEET;
THENCE NORTH 62° 00' 00" EAST A DISTANCE OF 265.00 FEET;
THENCE EAST A DISTANCE OF 280.00 FEET;
THENCE SOUTH 50° 00' 00" EAST A DISTANCE OF 380.00 FEET;
THENCE NORTH 70° 00' 00" EAST A DISTANCE OF 199.74 FEET TO THE WESTERLY BOUNDARY OF TRACT "A", (SAID BOUNDARY BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF HUNTER'S GREEN DRIVE);
THENCE ALONG (SAID RIGHT OF WAY LINE) AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 185.97 FEET, HAVING A RADIUS OF 529.96 FEET, A CENTRAL ANGLE OF 20° 06' 22", A CHORD DISTANCE OF 185.02 FEET AND A CHORD BEARING OF SOUTH 01° 44' 26" EAST;
THENCE SOUTH 08° 18' 46" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 533.78 FEET, TO POINT OF CURVE;
THENCE ALONG (SAID RIGHT OF WAY LINE) AN ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 32.79 FEET, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 81° 41' 56", A CHORD DISTANCE OF 30.09 FEET, AND A CHORD BEARING OF SOUTH 49° 09' 23" WEST TO THE NORTHERLY RIGHT OF WAY LINE OF JUNIPER CREEK COURT;
THENCE WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF JUNIPER CREEK COURT A DISTANCE OF 192.49 FEET TO A POINT OF CURVE;
THENCE ALONG (SAID RIGHT OF WAY LINE OF JUNIPER CREEK COURT) AN ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 20.88 FEET, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 36° 15' 47", A CHORD DISTANCE OF 20.64 FEET AND A CHORD BEARING OF NORTH 71° 52' 31" WEST TO POINT OF REVERSE CURVE;
THENCE ALONG (SAID RIGHT OF WAY LINE OF JUNIPER CREEK COURT) AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 37.96 FEET, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 36° 15' 47", A CHORD DISTANCE OF 37.33 FEET, AND A CHORD BEARING OF NORTH 71° 52' 31" WEST;
THENCE WEST A DISTANCE OF 278.66 FEET TO THE POINT OF BEGINNING.
CONTAINING 30.91 ACRES MORE OR LESS.
THIS DESCRIPTION AND BEARINGS ARE BASED ON HUNTER'S GREEN PHASE 1 PLAT AND SURVEYS BY FLD & E SURVEYING, INC.

THIS LEGAL DESCRIPTION IS RECORDED IN OFF. REC. 5324, PAGE 260, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 5555 205

**MORTGAGEE CONSENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF WYNSTONE**

KNOWN ALL MEN BY THESE PRESENTS THAT:

Mortgagee
DEPOSIT GUARANTY COMPANY OF FLORIDA, INC. ("Mortgagee"), as present legal holder and owner of that certain mortgage given by SABAL INVESTMENTS, INC. in favor of Mortgagee, recorded in Official Record Book 5324 at Page 261 of the Public Records of Hillsborough County, Florida (the "Mortgage"), which Mortgage encumbers a portion of the real property described in the Declaration of Covenants, Conditions and Restrictions of Wynstone (hereinafter referred to as the "Declaration") to which this consent is attached, does hereby consent to the recordation of the Declaration; provided, however, that, if any term, covenants, conditions or restriction contained in the Declaration could be construed or interpreted so as to alter, amend, modify or lessen the covenants, representations, warranties and obligations of Mortgagor (as that term is defined in the Mortgage) under the Mortgage, then the terms, covenants and conditions of the Mortgage shall control.

IN WITNESS WHEREOF, Mortgagee has caused this Mortgagee Consent to Declaration of Covenants, Conditions and Restrictions of Wynstone to be executed this 13 day of October, 1988.

Signed in the presence of:

DEPOSIT GUARANTY MORTGAGE COMPANY
OF FLORIDA, INC.,
a Florida corporation

By:

Its:

STATE OF FLORIDA

COUNTY OF Hillsborough) ss

I certify that on this date before me an officer duly-authorized in the State and County aforesaid to take acknowledgments, personally appeared Mervin F. Crabtree, Jr. as Senior Vice President for Deposit Guaranty Mortgage Company of Florida, Inc., and that he acknowledged executing the same freely and voluntarily under authority duly-vested in him by said Corporation as Senior Vice Pres. and on behalf of the corporation.

Witness my hand and official seal in the County and State last aforesaid this 13th day of October, 1988.

Judith Leff
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 2, 1990
BONDED THRU FLORIDA NOTARY SERVICES